Remarks:

Claims 1-30 were pending in this application at the time of the outstanding Office Action. By this amendment, (1) claims 1-3, 5-7, 9-13, 15-16, 20, 23, 25-26, and 30 have been amended, (2) claims 4, 6, and 22 have been canceled without prejudice, and (3) claims 31-68 have been added. No new matter is included herein.

With respect to the indefiniteness rejections under 35 USC 112 of claims 1-30, Applicant respectfully submits that the amendments to the claims herein have rendered those rejections moot. While Applicant disagrees with the Office Action's comments regarding how claims 1, 10, 16, 20, 23 and 30 fail to positively recite a number of limitations, Applicant has nevertheless amended these claims for the purpose of advancing prosecution. Applicant notes that it is entirely appropriate to recite software functionality in the manner previously set forth and currently set forth in these claims. Moreover, Applicant has amended the claims to overcome the antecedent basis rejections set forth in the Office Action for claims 2, 3, 7, 12, 19, 21, 23, 26, and 30. With respect to claims 27 and 28, Applicant respectfully submits that these claims are not indefinite because the words "provide for" are common English words used in accordance with their plain meanings such that a person having ordinary skill in the art would be well-informed of the claims' scope.

The Office Action rejected claims 1-6, 10, 11, 14, 15, 19, 23, and 25-28 for anticipation based on USPN 5,794,207 (Walker). The Office Action also rejected claims 7-9, 12, 13, 24, 29, and 30 for obviousness based on Walker. Furthermore, the Office Action rejected claims 16-18, 20, and 21 for obviousness based on Walker in combination with USPN 5,726,885 (Klein).

The Walker patent discloses a system designed to allow a buyer to submit a single conditional purchase offer (CPO) to multiple sellers. Walker also discloses a rental vehicle CPO as an example. (See Walker; col. 16, line 6). The CPO details what the buyer wants and the conditions under which the buyer will buy. (See Walker; col. 8, lines 46-56). To effectuate the transaction that is the subject of a CPO, a seller needs to review the CPO and evaluate whether it is worthy of acceptance (i.e., are the price and conditions agreeable to the seller?). (See Walker; col. 9, lines 17-30). Once accepted, the Walker system creates what is deemed to be a legally enforceable contract (reservation) between the buyer and seller. The Walker patent also discloses that the system should provide the seller with the ability to issue a counter-offer

to the buyer in response to the buyer's CPO. (See Walker; col. 22, lines 52-63). Thus, the Walker patent discloses a negotiating system whereby rental vehicle reservations can be created. Walker does not disclose or suggest how rental vehicle service providers thereafter open, modify, and close the created rental vehicle reservations for the buyer.

For example, Walker fails to disclose the use of software such as that recited in claim 1 wherein client processors in a rental vehicle service provider branch office communicate over the Internet and through a web browser with a central server to execute a program to "open a rental contract for a plurality of said reservations, modify said rental contracts after opening, and close said rental contracts in response to input from the said client processors." Instead, Walker merely discloses an Internet-based technique by which reservations can be created. Walker further fails to disclose or suggest how a rental vehicle service provider may, over the Internet, open/modify/close a rental contract for a reservation after the creation of the reservation (e.g., the events which transpire when the renter arrives at the branch office to pick-up a rental vehicle in accordance with his or her reservation and actually open a rental contract for the reservation, the events which transpire during the open phase of the rental contract which necessitate a modification of the rental contract (e.g., an extension of the authorization period for the reservation), and the events which transpire when the renter returns the rental vehicle to the rental vehicle service provider and the rental contract is closed). Because the Walker patent fails to disclose or suggest these claimed features of claim 1, Applicant respectfully submits that claim 1 is not anticipated by Walker.

For similar reasons, Applicant respectfully submits that claims 16, 20, 23, 30, 31, 45, 56, and 62 are patentable over the Walker reference.

Also, Walker fails to disclose or suggest the use of software such as that recited in claim 10 wherein client processors interact with a server processor over a WAN and through a secure web based browser interface to execute a program to process advance rental vehicle reservations which are not specific as to an individual rental vehicle available for rent from a rental vehicle service provider; this program provides "an assignment of a specific rental vehicle to said advance rental vehicle reservations." As noted above, Walker fails to disclose or suggest such WAN-based and browser-based software features, and thus fails to anticipate claim 10.

For similar reasons, Applicant respectfully submits that claims 16, 30, 31, 45, 57, and 63 are patentable over the Walker reference.

With respect to claim 16, which the Office Action rejected for obviousness based on the combination of Walker with Klein, Applicant asserts that Klein fails to bridge the gap left by Walker with respect to the limitations of claim 16. The Klein patent discloses a vehicle rental system whereby a rental vehicle company maintains numerous geographically dispersed locations around an area where a customer can collect (pick-up) or return (drop-off) a rental vehicle. At each of these locations, vehicles are available for rent. Furthermore, each of these locations includes an "automatic collection and return machine". Each automatic collection and return machine is in communication with a control center described as a "disposition center". Klein describes the disposition center Z as including a "disposition computer D" that is configured to, among other things, (1) assess the availability of specific individual vehicles for rent at each of the collection/return location, (2) book reservations for specific individual vehicles based on their determined availability, and (3) control the distribution of chip cards to users at the collection/return machines, wherein these chip cards essentially serve as keys to the rental vehicles when the user picks up his/her rental vehicle. (See Klein; col. 5, lines 38-57).

Reproduced below is Figure 2 from the Klein patent, which illustrates such a system (wherein the exemplary three "automatic collection and return machines" are labeled as H1, H2 and H3; and wherein the central disposition center is labeled as Z).

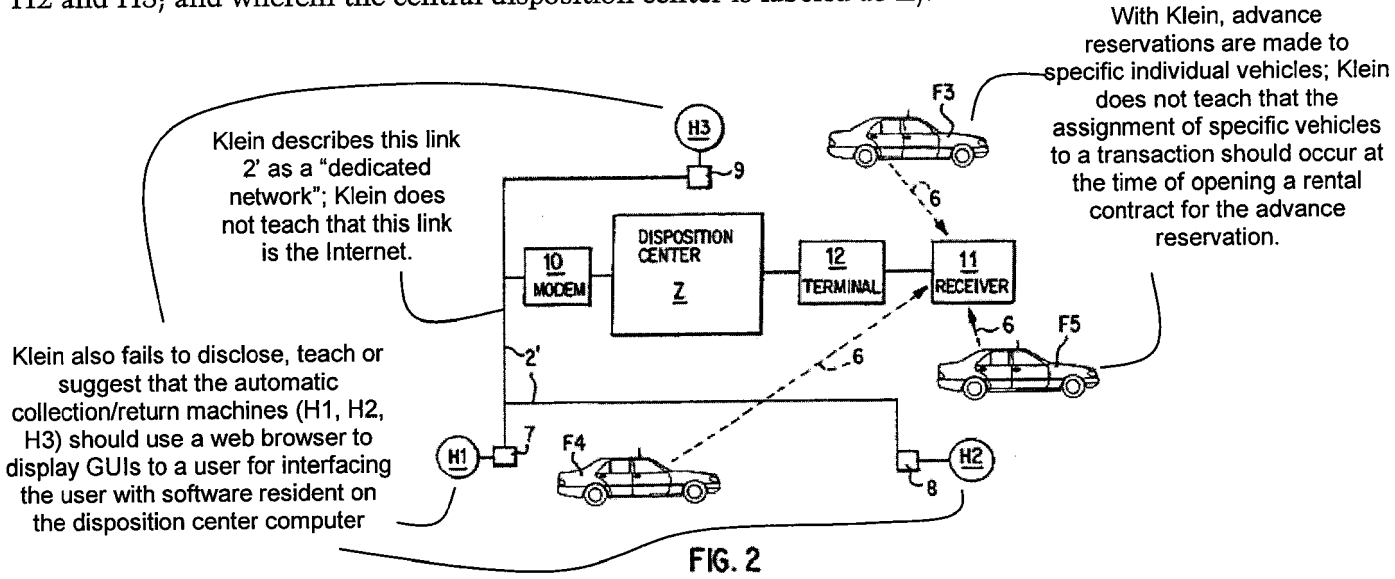


FIG. 2

An important feature of the Klein system is the ability of the user to reserve a ***specific individual rental vehicle*** from a fleet of available rental vehicles.

> This object is achieved by means of the hire vehicle transport system according to the invention, in which the control center is configured as a disposition center which ascertains the ***individual availability of vehicles*** at the collection and return points and ***makes reservations for individual vehicles*** using the availability analysis. At the same time, the control center can carry out spontaneous vehicle hire procedures for vehicles which have not been reserved. (See Klein; col. 2, lines 49-56; emphases added)).

In fact, Klein identifies this feature as the distinguishing characteristic of his system when discussing his system in view of a prior art automated rental system wherein keys to available rental vehicles were stored "in series" in a machine from which they were dispensed to renters. With respect to such a prior art automated rental system, Klein distinguishes his system because users did "not have the possibility of ***selecting a specific vehicle*** of the pool of vehicles for a desired journey." (See Klein; col. 1, lines 50-54 and lines 64-67 (emphasis added)).

Applicant notes that this critical feature of the Klein system stands in stark contrast to the invention defined by claim 16 wherein the advance rental vehicle reservations are not specific as to individual rental vehicles, and wherein an assignment of an individual rental vehicle to the reservation is not made until the opening of a rental contract for the advance reservation via an Internet-based software program. This is an important distinction for claim 16 as it provides much greater flexibility in the use of an inventory of cars, translating into significant cost savings and administrative advantages. As such, Applicant respectfully submits that the combination of Walker with Klein fails to yield all limitations of claim 16, thereby rendering the obviousness rejection of claim 16 improper.

With respect to claim 20, Applicant respectfully submits that the combination of Walker with Klein fails to yield all limitations of the claim. Claim 20 requires that the authorized purchaser and the rental vehicle service provider have a "pre-arranged contractual agreement" which "defines at least a rate plan" for reservations booked by the authorized purchaser with the rental vehicle service provider. By use of the modifier "pre-arranged", claim 20 recites that this agreement is in existence prior to the time that the authorized purchaser books the rental vehicle reservation with the rental vehicle service provider. Claim 20 further recites that the GUI-enabled business software program is configured "to open, modify, and close a rental contract for said reservation in response to input from at least one of said client computers such that said rental contract complies with said agreement." Applicant respectfully

submits that such features are not rendered obvious by the combination of Walker with Klein. As noted, Walker fails to disclose or suggest the GUI-based opening/modifying/closing of rental contracts as recited by claim 20, and Klein fails to address the concept of opening/modifying/closing rental contracts for reservations in accordance with pre-arranged contractual agreements between an authorized purchaser and the rental vehicle service provider. As such, Applicant respectfully submits that the obviousness rejection of claim 20 lacks merit and must be withdrawn.

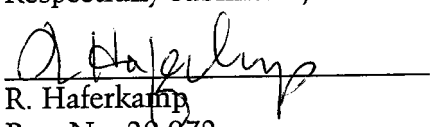
For similar reasons, Applicant respectfully submits that claims 56 and 62 are patentable over the Walker/Klein combination.

Furthermore, Applicant respectfully submits that the Walker/Klein combination fails to anticipate or render obvious the inventions defined by the dependent claims (including, for example, claims 48, 53, 54, 58, and 64 (and all claims dependent therefrom)).

With respect to the comments in the Office Action on page 16 regarding two declarations from a parent application which were submitted to the Office via an Information Disclosure Statement (IDS), Applicant respectfully submits that an IDS is an appropriate vehicle to bring these declarations to the Examiner's attention because the purpose of an IDS is to submit "information" for the Examiner's consideration when examining the claims. There is no requirement that only "prior art" be submitted in IDSs. In fact, the Manual of Patent Examining Procedure (MPEP) specifically states that "[t]here is no requirement that the information must be prior art references in order to be considered by the examiner." (See MPEP 609).

For the foregoing reasons, Applicant respectfully submits that all claims are in condition for allowance. Favorable action is respectfully requested.

Respectfully submitted,



R. Haferkamp
Reg. No. 29,072
Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
(314) 552-6000
(314) 552-7000 (fax)